

PERFORMANCE ACKNOWLEDGEMENT AND WAIVERS

ACCEPTANCE OF POSITION:

In accepting this volunteer position at the Colonial Center, it is my understanding that it is my responsibility to attend each necessary function associated with performance and will contact one of the Directors in the case of illness or emergency. Absences are NOT tolerated unless cleared in advance with a Director. Additionally, it is my responsibility to follow procedures and guidelines of the Colonial Center at all times during the activities on premises. Failure to comply can result in dismissal from the facilities or other further actions as necessary by a Director.

RELEASE OF LIABILITY AND INDEMNIFICATION:

I, as either the Participant and/or the parent(s) and/or legal guardian(s) of said Participant, agree that in the event that the Participant suffers an illness, injury(ies) while participating in any Colonial Center sponsored production, event and/or program, the parent(s), legal guardian (s) and/or Participant shall be solely and fully responsible for any and all medical or injury-related treatment and/or expenses. By signing below I, either for myself as a Participant and/or as the parent(s) and/or legal guardian(s) of the Participant, hereby agree to defend, indemnify and hold harmless the Colonial Center, and/or its assignees, its officers, board of directors, agents, volunteers, staff, independent contractors, subcontractors and/or their assignees from any and all claims, actions, expenses, costs, obligations, liabilities and/or damages (or any other element of damages), known or unknown, resulting from or arising out of the rendering of any and all first aid, if any, and/or resulting from any illness, injury (ies) and/or death of the Participant occurring at any time during and/or related to the participation in any Colonial Center sponsored production, event, and/or program.

WORKMAN'S COMPENSATION:

You are hereby advised that the Colonial Center does not carry Workman's Compensation Insurance for participants or volunteers. If you or your child/children should suffer an injury while participating in a Colonial Center production process, you will be personally responsible for your medical or injury related expenses.

FURTHER LIMITATION OF LIABILITY AND/OR DAMAGES:

The Colonial Center is not responsible for any reason for any act, error or omission (whether said act, error or omission is intentional, negligent and/or for reasons beyond the control of the Colonial Center) of the Colonial Center and/or its assignees, its officers, board of directors, agents, invitees, volunteers, staff, independent contractors, technical crews, subcontractors and/or their assignees and which results in damages, costs, and/or expenses to and/or on behalf of the Participant and/or the Participant's parent(s) and/or legal guardian(s).

LOST/STOLEN PROPERTY:

The Colonial Center is not responsible for any lost or stolen item of personal property of the Participant while said property is at any Colonial Center sponsored production, event, and/or program.

INDEMNIFICATION AGREEMENT:

I hereby agree to release, defend, indemnify and hold harmless The Colonial Center, its officers, directors, staff, volunteers, agents, invitees, contractors, and independent contractors from any and all liability arising from, or related to, my child's/children's or my participation in activities associated with theatrical productions.

MEDIA RELEASE:

I understand that The Colonial Center may choose to photograph, film, tape or record my child/children or myself for publicity, documentation or ticket sales purposes, and that by signing this release form I give them full permission and waive all copyright and future considerations.

DAMAGES:

The Colonial Center strives to provide a safe and clean environment for positive theater and performance productions. If, by negligent or purposeful intent, the participant or responsible parties for the participant

cause harm or damage to any member of The Colonial Center staff or fellow participants or property at any point in the participation in association with performances and activities on premises, the individual or individuals responsible may be held liable for any costs incurred to replace, repair, treat, or otherwise put into working order those elements damaged or harmed.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Participant's Name
Date: _____

Signature of Participant or Parent/Legal Guardian
(If under 18, Parent/Guardian must sign)